



August 1, 2016

Dear Prospective Firm:

The City of Cleveland, ("City"), owner and operator of Cleveland Hopkins International Airport and Burke Lakefront Airport (collectively "Airports"), through its Director of the Department of Port Control ("Director"), invites written Statements of Qualifications ("Statements") from Firms with a thorough knowledge of, and experience in, financial consulting services, including financial analysis, forecasting and evaluating financial information and advising the Director on any financial or management issues that may arise in connection with the Airports' operations or development.

A pre-qualification meeting will be held in the Cleveland Plus Conference Room at Cleveland Hopkins International Airport, 5300 Riverside Drive, Cleveland, Ohio 44135 on Wednesday, **August 17, 2016 at 11:00 a.m. local time**. Although attendance is not mandatory, firms are encouraged to attend. For reasons of security, those planning to attend the pre-qualification meeting must register by 4:00 p.m. local time on Monday, August 15, 2016 by e-mail to smuia@clevelandairport.com. At or before the meeting, interested parties may submit or ask questions pertaining to this Request for Qualifications and the services desired. Please e-mail questions to smuia@clevelandairport.com.

If your firm is interested in this Request for Qualifications, please submit seven (7) complete Statements, consisting of one (1) unbound original, five (5) identical bound copies and one (1) digital copy in either Microsoft Word (.doc/.docx) or Adobe Acrobat (.pdf) format, to the City no later than **4:00 p.m. local time on Friday, September 16, 2016**. No Statements shall be accepted after that time unless such date or time is extended pursuant to a written addendum issued by the City.

Sealed Statements may be mailed or delivered to the address below and must be identified on the outside of the envelope(s) as: **Statement: Financial Consulting Services**.

Cleveland Airport System
Department of Port Control
2nd Floor Administrative Offices
5300 Riverside Drive
P. O. Box 81009
Cleveland, Ohio 44181-0009
Attn: Sharri Muia

If Statements are hand-delivered, they should be addressed as above and taken to the Welcome Center located in the center of the ticketing level (next to Checkpoint B), of the passenger terminal building at CLE. Statements may be hand-delivered during the hours of 10:30 a.m. and 4 p.m., from September 12, 2016 through September 16, 2016.

The Director reserves the right to reject all Statements or portions of any or all Statements, to waive irregularities and technicalities, to re-advertise or to provide the service otherwise in the

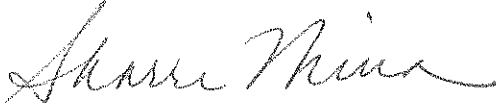
best interest of the City. The Director may, at his sole discretion, modify or amend any and all of the provisions of this notice or the Request for Qualifications.

The Request for Qualifications documentation is available on the City Website as follows: <http://www.city.cleveland.oh.us/CityofCleveland/Home/Government/CityAgencies/Finance/RFP> or at the Department of Port Control at <http://www.clevelandairport.com/company/business-opportunities/bids-rfp>.

All future documentation including addenda, response to questions, schedule changes and additional requirements for this Request for Qualifications will be posted on the above sites as no additional mailings will be made.

Should you have any questions regarding this solicitation, please contact me.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sharri Muia".

Sharri Muia
Contracts & Procurement Manager
Cleveland Airport System
Department of Port Control



Request for Qualifications

Cleveland Hopkins International Airport Financial Consulting Services

Issued: August 1, 2016

**Department of Port Control
Cleveland Hopkins International Airport
5300 Riverside Drive
P.O. Box 81009
Cleveland, Ohio 44181-0009
Phone: 216-265-2693
Fax: 216-265-6021**

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INTRODUCTION

The City of Cleveland ("City"), owner and operator of Cleveland Hopkins International ("CLE") and Burke Lakefront ("BKL") airports (collectively, "Airports"), through its Director of the Department of Port Control ("Director"), invites written Statements of Qualifications ("Statement") from persons and firms interested in providing professional, experienced financial consulting services to the Department of Port Control ("Department") in support of the Airports' operations, including financial analysis, forecasting and evaluating financial information and advising the Director on any financial or management issues that may arise in connection with the Airports' operations or development. Qualified firms, either singly or in joint venture, or other legal arrangements, (collectively, "Firm") must have the requisite, demonstrated competence and experience in and a thorough knowledge of the required services.

A pre-qualification conference will be held at the Department of Port Control, Cleveland Plus Room, Cleveland Hopkins International Airport, 5300 Riverside Drive, Cleveland, Ohio 44135 on August 17, 2016 at 11:00 a.m. local time. The Cleveland Plus Room is located on the baggage claim level of the passenger terminal building of CLE. At that time, interested parties may ask questions pertaining to this Request for Qualifications. For reasons of security, those planning to attend the pre-qualification conference must register by Monday, August 15, 2016 by e-mail to smuia@clevelandairport.com. It will be necessary to provide the names of all attendees when registering. It is also advantageous to provide e-mail addresses for all attendees, although it is not required. Firms are encouraged to attend the conference although attendance is not mandatory.

Each Firm shall submit seven (7) complete Statements, consisting of one (1) unbound original, five (5) identical bound copies and one (1) CD-ROM, DVD-ROM or USB memory stick containing the Statement and all attachments in Portable Document Format ("PDF") to the City no later than 4:00 p.m. local time on Friday, September 16, 2016. No Statements shall be accepted after that time unless such date or time is extended pursuant to a written addendum issued by the City.

Sealed Statements may be mailed or delivered to the address below and must be identified on the outside of the envelope(s) as: **Statement of Qualifications – Financial Consulting Services.**

Cleveland Airport System
Department of Port Control
Administrative Offices
5300 Riverside Drive
P. O. Box 81009
Cleveland, Ohio 44181-0009
Attention: Sharri Muia

If Statements are hand-delivered, Statements should be addressed as above and taken to the Airport Information Counter, located in the center of the ticketing level (next to Checkpoint B), of the passenger terminal building at CLE. Statements may be hand-

delivered during the hours of 10:30 a.m. and 4 p.m., from September 12, 2016 through September 16, 2016.

The Director reserves the right to reject all Statements or portions of any or all Statements, to waive irregularities and technicalities, to re-issue or to proceed to obtain the services desired otherwise, at any time or in any manner considered to be in the best interest of the City. The Director may, at his sole discretion, modify or amend any and all of the provisions of this Request for Qualifications.

1. PURPOSE OF REQUEST

The Department of Port Control is seeking qualified Firms to provide professional, experienced financial consulting services, to the Department, in support of the Airports' operations, including financial analysis, forecasting and evaluating financial information and to advise the Director on any financial or management issues that may arise in connection with the Airport system.

Statements will be evaluated with a view toward entering into a contract with the Firm submitting the best overall Statement, with specific emphasis on firms demonstrating the requisite experience in financial analysis, forecasting and evaluating financial information for medium or large airports.

2. SCOPE OF SERVICES

2.1 General Scope.

Utilizing its resources, the successful Firm shall provide all personnel and services necessary to provide professional, experienced financial consulting services to the Department. The following are the major areas in which services are to be provided: (i) preparation of annual Rates and Charges documents; (ii) analysis related to the collection and use of passenger facility charges ("PFC"), including preparation of PFC applications to the Federal Aviation Administration; (iii) working on financing plans for future capital improvement programs; (iv) preparation of analysis relating to increasing the Airports' revenues; and (v) providing such other financial or management services in connection with the Airports' operations or development as may be requested by the Director or Chief Financial Officer.

The successful Firm's personnel shall perform their duties in a manner satisfactory to the Director but will be exclusively under the direction and control of the successful Firm. In performing its duties hereunder, the successful Firm shall be an independent contractor in every respect.

The successful Firm shall be responsible for completing assigned tasks within the time agreed upon with the Department. Failure of the successful firm to complete assigned tasks in a timely manner may, in the City's sole discretion, result in the termination of the contract. Such discontinuance of the contract by the City shall not constitute a breach of the contract by the City and the City shall have no obligation or

liability whatsoever; and successful Firm shall make no claim for payment of damages or of any cost or expense incurred in connection therewith.

2.2 Scope of Services.

The City has established the following scope of services to be provided by the successful Firm. The City reserves the right to revise the scope of services prior to the execution of a contract to (i) reflect changes arising out of this qualification process; (ii) incorporate any City requirements adopted after the publication of this Request for Qualifications; and (iii) incorporate any other changes it deems necessary.

- A. Assist in the preparation of requests to the Administrator of the Federal Aviation Administration regarding applications to the Airports' authority to impose and use passenger facility charges;
- B. Assist in the preparation of analysis related to the collection and use of existing passenger facility charges;
- C. Assist in the preparation of annual Rates and Charges documents;
- D. Assist in the preparation of applications to the Administrator of the Federal Aviation Administration regarding AIP grants;
- E. Preparation of analysis related to increasing Airports' revenues including, but not limited to, airport concessions;
- F. Assist in the preparation of financing plans for future capital improvement programs;
- G. Assist in the preparation of the Airports' annual operating and capital budgets;
- H. Assist in the preparation of Department revenue bonds and/or special facility bond issuances;
- I. Preparation of documentation to comply with any disclosure requirements in bond issuances;
- J. Preparation of financial feasibility studies, as required; and
- K. Providing other financial or management-related services in connection with Airports' operations or development, as requested by the Director or Chief Financial Officer, or their designee.

3. GENERAL TERMS AND CONDITIONS OF THE CONTRACT

3.1 Terms and Termination.

- A. The Department intends to recommend award of a contract to the Firm that best satisfies the needs of the Airports based on the requirements of this Request for Qualifications. The Department reserves the right to award more than one contract, using the criteria defined in this Request for Qualifications, if, in Department's judgment, there is more than one qualified Firm to fulfill the commitments.
- B. The term of the contract shall be for a period up of one year, with three one-year options, exercisable by the Director of Port Control.
- C. The City may terminate the contract at any time for cause upon failure to perform in a manner satisfactory to the Director after the successful Firm has received written notice as provided in the contract. Such written notice may specify, among other matters, bankruptcy, unsatisfactory adherence to schedules, unsatisfactory performance of services, unsatisfactory operating practices or unsatisfactory equipment and failure to comply with other provisions of the contract. The Director shall, in the sole exercise of his business judgment, determine whether the service or any part thereof, is being performed in an unsatisfactory manner.
- D. If at anytime during review or audit of the successful Firm and its CSB contractors, the City determines that the successful Firm and/ or its CSB subcontractors are not functioning in good faith, the successful Firm must submit a corrective action plan within sixty (60) calendar days of the written findings. The City will then review the corrective action plan and, if acceptable, will provide written approval of the plan. If the successful Firm does not meet the provisions of the corrective action plan and the City continues to find the successful Firm and its CSB subcontractors not to be functioning in good faith or in non-compliance with the non-discrimination provisions of this contract the City shall impose such sanctions as it may determine to be appropriate, including but not limited to (i) cancellation, termination or suspension of the contract; or (ii) suspension from participation in future Department contracts.
- E. The City may terminate the contract for cause and without any prior notice should the successful Firm fail to maintain any licenses or permits as required by the contract or fail to adhere to the City's and/or Department's applicable rules and regulations.
- F. The City may, at any time and in its sole discretion, without cause and upon thirty (30) calendar days' written notice, discontinue the contract entirely. Such discontinuance of the contract by the City shall not constitute a breach of the contract by the City and the City shall have no obligation or liability whatsoever; and successful Firm shall make no

claim for payment of damages or of any cost or expense incurred in connection therewith.

- G. Failure of the successful Firm to strictly enforce a subcontract agreement with any of its subcontractors shall be considered a default by the successful Firm and grounds for termination of its contract.
- H. By submitting a Statement in response to this Request for Qualifications, a Firm is certifying that all work will be performed in conformance with applicable local, state and federal laws and regulations and accepts the terms and conditions set forth herein, all of which will be made a part of any contract awarded as a result of this Request for Qualifications.
- I. The contract to be awarded under this Request for Qualifications shall be a fixed-price contract subject to a contract ceiling dollar amount. Said amount includes all fees to be charged for the services plus all related costs and expenses of the successful Firm in performing such services.
- J. Any member of the Firm team requiring access to a Security Identification Display Area or Air Operations Area as part of his/her assigned duties shall be subject to background checks, fingerprinting and other requirements as may be determined by Federal Aviation Administration or the Transportation Security Agency. Adherence to all federal/state laws and regulations, and airport regulations and policy regarding access to certain airport areas is a requirement of the contract. Failure to comply with appropriate security requirements may be grounds for loss of security access and/or contract termination.
- K. Successful Firm or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The successful Firm shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation assisted contracts. Failure by the Firm to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Department deems appropriate.
- L. The statement above must be included in all subcontractor and subconsultant agreements that the prime contractor or prime Firm signs with a subcontractor or subconsultant.

3.2 Subcontractors.

Clearly indicate the specific tasks or areas of expertise that are subcontracted, and to what entities. Experience cited for proposed subcontractors shall demonstrate proficiency in the services proposed for this contract. If the Firm has doubt as to whether an area or field of expertise may potentially be used on the project, then strongly encouraged is a subcontractor with this specialty be provided with the list of

subcontractors intended to be part of the Firm's project team. Adding subcontractors later into the project will require the City of Cleveland's Board of Control approval and, depending on the specialty, may stop progress on the project. Subcontractors not approved by the Board of Control will not be allowed to work on the Project in any aspect.

3.3 Insurance.

The successful Firm, at its expense, shall at all times during the term of the contract resulting from this Request for Qualifications, maintain the following insurance coverage. The insurance company (ies) providing the required insurance shall be authorized by the Ohio Department of Insurance to do business in Ohio and rated "A" or above by A. M. Best Company or equivalent. The successful Firm, as contractor, shall provide a copy of the policy or policies and any necessary endorsements, or a substitute for them satisfactory to and approved by the Director of Law, evidencing the required insurances upon execution of the contract.

- A. Successful Firm, at its own expense, shall maintain with insurance underwriters reasonably satisfactory to the City commercial general liability and, if necessary, commercial umbrella insurance, covering the successful Firm and the City, as their interest may appear, against claims for bodily injury, personal injury, death and property damage occurring in, on or about the Airports (including automobile, contractual, completed operations, independent contractor and product hazards). Such insurance shall have a limit of not less than Two Million Dollars (\$2,000,000) each occurrence combined single limit and in the aggregate as respects products and completed operations or any other increased amount as the City may reasonably require.
- B. Successful Firm shall, at its own expense, maintain business automobile liability and, if necessary, commercial umbrella insurance with a limit of not less than Two Million Dollars (\$2,000,000) each occurrence for operations (other than on-airport activities of the successful Firm) covering the successful Firm and the City, as their interest may appear, against claims for bodily injury, death and property damage or any other increased amount as the City may reasonably require.
- C. Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) each occurrence and subject to a deductible each occurrence of not more than Fifty Thousand Dollars (\$50,000.00) per occurrence and in the aggregate and if not written on an occurrence basis, shall be maintained for a period of not less than two (2) years following the completion of the services.
- D. Successful Firm shall, at its own expense, procure its own workers' compensation and employer's liability insurance as provided under the laws of the State of Ohio. Notwithstanding the foregoing successful Firm shall increase the limit of employer's liability insurance to a limit of not less than One Million Dollars (\$1,000,000) each

occurrence or any other increased amount as the City may reasonably require. Successful Firm shall save City harmless from any and all liability from or under said act.

- E. Successful Firm, at its own expense, shall maintain statutory unemployment insurance protection for all its employees.
- F. Maintain such other insurance policies as may be reasonably required by the City.

4. GENERAL INFORMATION

4.1 Submission of Statement.

- A. Each Firm shall provide all information requested by the City in this Request for Qualifications. Firms must organize their packages to address each of the elements outlined and in the same order listed in Section 6 of this Request for Qualifications.
- B. Firms are advised to carefully read and complete all information requested in the Request for Qualifications. If the Firm's response to this Request for Qualifications does not comply with the conditions for submittal, it shall be considered unacceptable by the City and may be rejected without further consideration.
- C. The City wishes to promote the greatest feasible use of recycled and environmentally sustainable products and to minimize waste in its operations. To that end, all Statements should comply with the following guidelines: Unless absolutely necessary, copies should minimize or eliminate use of non-recyclable or non re-useable materials. Materials should be in a format permitting easy removal and recycling of paper. A Firm should, to the extent possible, use products consisting of or containing recycled content in its Statement including, but not limited to, folders, binders, paper clips, diskettes, envelopes, boxes, and the like. Do not submit any or a greater number of samples, attachments or documents than specifically requested.

4.2 City's Rights and Requirements.

- A. Under the laws of the State of Ohio, all parts of a Statement, other than trade secret or proprietary information, may be considered a public record which, if properly requested, the City must make available to the requester for inspection and copying. Therefore, to protect trade secret or proprietary information, the Firm should clearly mark each page, but only that page, of its Statement that contains that information. The City will to the extent reasonably possible, notify the Firm if such information in its Statement is requested, but cannot, however, guarantee the confidentiality of any proprietary or otherwise sensitive information in or with the

Statement. Blanket marking of the entire Statement as "proprietary" or "trade secret" will not protect an entire Statement and is not acceptable.

- B. The Director, at his sole discretion, may require any Firm to augment or supplement its Statement or to meet with the City's designated representatives for interview or presentation to further describe the Firm's qualifications and capabilities. The requested information, interview, meeting or presentation shall be submitted or conducted, as appropriate, at a time and place the Director specifies.
- C. The City reserves the right, at its sole discretion, to reject any Statement that is incomplete or unresponsive to the requests or requirements of this Request for Qualifications. The City reserves the right to reject any or all Statements and to waive and accept any informality or discrepancy in the Statement or the process as may be in the City's best interest.
- D. All Statements will remain in effect and be subject to selection by the City until the earlier of the execution of a final contract or one hundred eighty (180) calendar days after the deadline for Statement submission ("Statement Expiration Date"). Until the Statement Expiration Date, Firm agrees that its Statement shall remain in effect, as submitted, and subject to selection by the City.

4.3 Supplemental Information.

The City may require a Firm to further supplement its written Statement to obtain additional information regarding the written Statement or to meet with the City's designated representatives to further describe Firm's qualifications and abilities. The decision regarding which Firm(s) will be asked to supplement a Statement or meet with City representatives is in the Director's sole discretion. Supplements will be utilized for clarification purposes only and the Firm may not substitute material elements of its written Statement, nor may Firm provide previously omitted material.

4.4 Area Small Business, Minority, and Female Business Enterprise ("CSB, MBE and FBE") Participation.

Prospective Firms are advised that in order to enter into a contract with the City of Cleveland for providing the services outlined in this Request for Qualifications, the successful Firm must be determined to be in compliance with policies and procedures of the City's Office of Equal Opportunity ("OEO"). Accordingly, prospective Firms are required to complete the attached Office of Equal Opportunity Schedules 1 through 4 and submit those materials with its Statement. All schedules must be completed, signed and dated; or the submittal may be considered non-responsive. The completed schedules will be submitted to the City's Office of Equal Opportunity for evaluation. The successful Firm will be required to submit to the City's Office of Equal Opportunity a comprehensive work force evaluation and an affirmative action plan no later than sixty (60) days after entering into a contract with the City.

Note: The submission of the referenced forms is not required with the response to this Request for Qualifications. These forms will only be submitted by the Firm selected to enter into contract negotiations, after the qualification evaluation process. The forms will be completed at the completion of the fee negotiation. However, the CSB/MBE/FBE firms and the anticipated percentages must be identified in the submittal.

The City of Cleveland has established a Cleveland Area Small Business ("CSB") subcontracting goal of **ten percent (10%)** for this project. Please complete Schedule 2 – Schedule of Subcontractor Participation and provide a detailed plan with your Statement indicating how CSBs will be utilized during the project.

Any and all proposed subcontractors, whether City certified or not, must be divulged and listed in the Statement. Include all proposed subcontractors on OEO Schedule 2. A Schedule 3 is also required for each proposed subcontractor that is CSB, MBE, FBE, LPE, or SUBE certified. However, a Schedule 3 is not required for proposed subcontractors who are not City-certified as a CSB, MBE, FBE, LPE, or SUBE. If OEO Schedule 2 is not included in the Statement documents, you must submit a proposed subcontractor list on a separate, signed sheet of paper, listing the name, address, type of work or materials, and total subcontractor amount for each and every subcontractor that you propose to use on the contract.

All proposed subcontractors listed in your Statement must receive written Board of Control approval in advance. The subcontractors you propose in your Statements will be considered the subcontractors that you will use in the contract if awarded to you. (Refer to **Exhibit "A"** regarding the City's Sub-contractor Addition and Substitution Policy and Procedure.) The City reserves the right to approve an award, but not approve a proposed subcontractor.

The City maintains a list of Vendors Ineligible to Contract or Subcontract with the City at the City of Cleveland website: <http://www.city.cleveland.oh.us>. It is each Firm's responsibility to propose only eligible contractors. The City cannot approve a subcontractor whose name appears in this listing.

In addition, the City of Cleveland is firmly committed to assisting Minority Business Enterprises ("MBEs") and Female Business Enterprises ("FBEs") through its contracting activities, and the City intends to contract with Firms that share that commitment. Firms shall make every effort to use MBEs and FBEs as subcontractors where available and practical.

Please be aware that the participation of CSB/MBE/FBE firms listed in your Statement will be monitored by the City's Office of Equal Opportunity throughout the duration of the contract. The successful Firm will be responsible for providing the City's Office of Equal Opportunity with any and all information necessary to facilitate this monitoring, including subcontractor agreements, invoices and cancelled checks. **Successful Firms performing on airport projects have a dual reporting requirement. Successful Firms will be required to provide subcontractor agreements to the Emerging Business Enterprise Development Office.**

Additionally, successful Firms and subcontractors (Non-CSB/MBE/FBE and CSB/MBE/FBE) will be required to enter all payments and invoice information and certified payroll (where applicable) associated with the contract into the PRISM monitoring system and B2Gnow software (canceled checks and invoices must be scanned and attached to the file). If the successful Firm fails to fulfill the CSB participation percentages set forth in this Request for Qualifications, the successful Firm may be subject to any and all penalties listed in Section 187.20 of the Cleveland Codified Ordinances.

It is the City's objective that the CSB/MBE/FBE performs a commercially useful function. A CSB/MBE/FBE is considered to perform a commercially useful function when it is independently responsible for the execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved. In light of industry practices and other relevant considerations, the CSB/MBE/FBE must have a necessary and useful role in the transaction of a kind for which there is a market outside the context of the CSB/MBE/FBE program.

If you have any questions in regard to either the City's Office of Equal Opportunity's requirements and/or its other contracting goals, please contact the Office of Equal Opportunity at (216) 664-4152.

The successful Firm is a "contractor" within the meaning of Chapter 187 of the Codified Ordinances of Cleveland, Ohio, 1976. During the term of the contract, the successful Firm shall comply with all terms, conditions and requirements imposed on a "contractor" in the Equal Opportunities Clause, Section 187.22 of the Codified Ordinances.

4.5 Outreach Events.

All Firms must affirm their commitment to supporting and/or participating in Department sponsored outreach events aimed at attracting and educating small, minority, and female-owned companies on business opportunities with the CLE. This may include a nominal fee up to Three Hundred Dollars (\$300.00) at the Director's discretion.

4.6 Equal Opportunity Clause.

The successful Firm, as contractor, will be required to comply with all terms, conditions and requirements imposed on a "contractor" in the following Equal Opportunity Clause, Section 187.22(b) of the Cleveland Codified Ordinances, and shall make the clause part of every subcontract or agreement entered into for services or goods and binding on all persons and firms with which the successful Firm may deal, as follows:

No contractor shall discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. Contractors shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. As used in this chapter, "treated" means and includes without limitation the following: recruited whether

by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, transferred, laid off and terminated. Contractors shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the hiring representative of contractors setting forth the provisions of this non-discrimination clause.

Within sixty (60) calendar days after entering into a contract, the successful Firm, as contractor, shall file a written affirmative action program with the Office of Equal Opportunity containing standards and procedures and representations assuring that the contractor affords all qualified employees and applicants for employment equal opportunities in the Contractor's recruitment, selection and advancement process.

4.7 Short-listing.

The City reserves the right to select a limited number (a "short-list") of Firms to make an oral presentation of their qualifications, proposed services and capabilities. The City will notify the Firms selected for oral presentations in writing.

4.8 Execution of Contract.

The successful Firm shall, within ten (10) business days after receipt of a contract prepared by the City Director of Law, exclusive of Saturdays, Sundays and holidays, execute and return the contract to the City together with evidence of proper insurance and intent to conform to all requirements of the contract and all applicable federal, state and local laws and ordinances prior to or at the time of execution of the contract.

4.9 Familiarity with Request for Qualifications; Responsibility for Statement.

By submission of a statement, the Firm acknowledges that it is aware of and understands all requirements, provisions and conditions in the Request for Qualifications and that its failure to become familiar with all the requirements, provisions, conditions and information either in this Request for Qualifications or disseminated either at a pre-qualification conference or by addendum issued prior to the Statement submission deadline, and all circumstances and conditions affecting performance of the services to be rendered by the successful Firm will not relieve it from responsibility for all parts of its Statement and, if selected for a contract, its complete performance of the contract in compliance with its terms. Firm acknowledges that the City has no responsibility for any conclusions or interpretations made by Firm on the basis of information made available by the City and the City does not guarantee the accuracy of any information provided and Firm expressly waives any right to a claim against the City arising from or based upon any incorrect, inaccurate or incomplete information or information not otherwise conforming to represented or actual conditions.

4.10 Anticipated Statement Processing.

The City anticipates it will, but neither promises nor is obligated to, process Statements received in accordance with the following schedule:

Release of Request for Qualifications	August 1, 2016
Pre-qualification Conference	August 17, 2016
Deadline for Inquiries	August 26, 2016
Written Response to Inquiries	August 30, 2016
Deadline for Statements	September 16, 2016

4.11 Interpretation of Statement Document.

- A. If any prospective Firm finds discrepancies or omissions in this Request for Qualifications or if there is doubt as to the intended meaning of any part of this Request for Qualifications, a written request for clarification or interpretation must be received by the Procurement Section of the Department of Port Control, Cleveland Airport System, 5300 Riverside Drive, P. O. Box 81009, Cleveland, Ohio 44181-0009 no later than August 26, 2016. Requests for clarification or interpretation may be submitted via e-mail to smuia@clevelandairport.com.
- B. **The City is not responsible for any explanation, clarification, interpretation, representation or approval made concerning this Request for Qualifications or a Statement given in any manner except by written addendum.** The City will post on-line each addendum issued for this Request for Qualifications. Any addenda so issued are a part of and incorporated into this Request for Qualifications as if originally written herein.

5. **QUALIFICATIONS FOR STATEMENTS**

5.1 Minimum Qualifications.

Each Firm, regardless of the form of its business entity, must meet the following requirements. Failure to meet all requirements may be cause for rejection of a Statement. If Firm is a partnership or a joint venture, at least one general partner or constituent member must meet the requirements. Each Firm must:

- A. Provide evidence that it has a minimum of five (5) continuous years of experience in the last ten (10) years in providing financial consulting services to airports.
- B. Possess all applicable licenses, certificates, permits or other authorizations required by all governmental authorities, including the City, having jurisdiction over the operations of the successful Firm at the Airports or elsewhere.
- C. Firms must submit with their Statement three (3) written, verifiable references dated within the last three months from business familiar with the Firm's management of such responsibilities as are outlined in this Request for Qualifications; providing positive recommendations for the Firm's performance under the contract to be awarded. The references should include the name

and title of the contact person, e-mail address, telephone number and a brief description of the location and nature of the services provided.

- D. The individual, partnership, joint venture, corporation submitting a Statement, (or the officers or principals thereof) as presently constituted or existing from a business reorganization, or executive affiliation, must have the above minimum qualifications. If such requirements are not met, Firm's Statement may be rejected. If Firm is a partnership or joint venture, at least one of the general partners or one of the constituent members respectively must possess said minimum qualifications.
- E. Be authorized to conduct business in the State of Ohio, County of Cuyahoga and the City of Cleveland.

6. STATEMENT CONTENT

The Statement submittal shall consist of the following documents in the sequence listed below. To facilitate quick reference, each section of the Statement should be offset with a tab. The Statement may be disqualified if the documents are not submitted in the sequence listed below.

- A. Cover Letter: Cover letter to identify the Firm and to state other general information that the Firm desires to include regarding the business/organization. At a minimum the cover letter must include the name, principal address, federal tax ID number, telephone number, facsimile number and e-mail address of the Firm.

If a corporation, state the full name and title of each of the corporate officers and their experience in financial analysis, forecasting and evaluating financial information as outlined in this Request for Qualifications. The state of incorporation must be included. If the Firm is not an Ohio corporation, a statement advising whether or not the Firm is qualified to do business in the State of Ohio as a foreign corporation is required. A foreign corporation will be required to qualify to do business in the State of Ohio prior to execution of a contract.

If the Firm is a sole proprietorship, state the name of the individual doing business.

If the Firm is a partnership, state the full name, address and other occupation, if any, of each partner; whether the partner is active or dormant; whether each partner is a general or limited partner; each partner's experience in the industry and the proportionate share of the business owned by each partner.

If a joint venture, state the names of the firms participating in the joint venture and the principal officers of each firm; state each officer's experience in financial analysis, forecasting and evaluating financial information; state the proportionate share of the joint venture owned by each joint venture partner.

- B. Executive Summary: The executive summary should provide a clear and concise summary of the Firm's background, level of expertise, directly relevant experience and its ability to provide the required services. The executive summary should make the Firm's case as the best candidate for the project. Firms should structure this section in a manner that allows it to serve as a stand-alone summary when separated from the other sections of the Statement.
- C. Exceptions: Firms shall include a list of exceptions to the requirements of this Request for Qualifications, if any. The list shall identify the requirement and the nature of the deviation, along with an explanation. If there are no deviations or exceptions to any portion of this Request for Qualifications, Firm shall state that on the "Exceptions" page. If no deviations or exceptions are identified and the City accepts the Firm's Statement, Firm shall conform to all of the requirements contained in this Request for Qualifications.
- D. Experience: This section gives Firms the opportunity to discuss their industry experience and what defines them as a leader in their industry. Firms may include as much information in this section as is needed to differentiate its company and Statement from those of other Firms. Please include, as a minimum, the following information: (i) clearly communicate how the Firm meets or exceeds the minimum qualifications; (ii) describe the nature of the Firm's business experience in providing financial consulting services to medium or large airports and state the number of persons currently employed in such operations; and (iii) state the name, location and date of all such contracts that have been terminated or cancelled within the past ten (10) years prior to the expiration of their contractual term, and also list any judgments terminating or any pending lawsuits or unresolved disputes for the termination of such contracts within the past ten (10) years.
- E. Management Approach: Provide an organizational chart of the Firm showing all major component units; indicate where the management of this contract will fall within the organization and what resources will be available to support this contract in both primary and secondary or back-up roles.
- F. Key Staff: Firms should identify the key staff proposed for this contract and provide their curriculum vitae. As to each staff member identified, Firm should set forth their specific responsibilities and availability. In addition, provide for each proposed key staff member a one-page resume detailing both general and specific experience related to the services as defined in this Request for Qualifications.
- G. Insurance: Demonstrate that the Firm has the ability to secure the insurance required in Section 3.3 of this Request for Qualifications, and specify the cost of obtaining each type of insurance. If the insurance is not in the form of a stand-alone policy for the location, explain how the cost is allocated to each

location under the Firm's corporate umbrella policies (e.g., revenue, expense, manpower, and the like).

- H. Financial Information: Firms shall include the following financial information: (i) balance sheet and income statement for the last two (2) fiscal years prepared in accordance with generally accepted accounting principles, reflecting the current cost/fee condition of the Firm. If a publically held corporation, the Firm should provide in lieu of the foregoing: consolidated financial statements as submitted to the Securities and Exchange Commission ("SEC") on Form 10K, the most recent Form 10Q, and any Forms 8K filed with the SEC in the last twelve (12) months. Owners of closely held corporations must submit a personal cost/fee statement, current within three (3) months from the date of submittal; (ii) ownership structure of the Firm; and (iii) provide three (3) bank and trade references.
- I. CSB/MBE/FBE Participation: Firms shall submit the names of persons, subcontractors, joint ventures or others to be used in meeting CSB/MBE/FBE goals or requirements. A list with the subconsultants' location shall be included in the submittal along with an estimate of anticipated percentage of work to be subcontracted to CSB/MBE/FBE and Non-CSB/MBE/FBE proposed subconsultants.
- J. Affidavit: Firms shall submit with their Statements an affidavit stating that neither they nor their agents, nor any other party for them have paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in procuring or attempting to procure this contract, and further agreeing that no such money or reward will be hereafter paid.
- K. Additional Submittal Requirements: Firms shall complete, execute and return with their Statements the following documents, copies of which are attached to this Request for Qualifications: (i) Northern Ireland Fair Employment Practices Disclosure; (ii) Federal Taxpayer Identification; (iii) Affidavit and (iv) Non-Competitive Bid Contract Statement for Calendar Year 2016.

7. INQUIRIES

Interested parties may submit questions pertaining to the Request for Qualifications. Questions must be submitted, in writing, to the Procurement Section of the Department of Port Control, 5300 Riverside Drive, P. O. Box 81009, Cleveland, Ohio 44181-0009 no later than Friday, August 26, 2016. The Department will use its best efforts to provide all prospective Firms that have received a Request for Qualifications package with a copy of its response. Questions may be submitted via e-mail to smuia@clevelandairport.com. Verbal responses given by representatives of the City at any time may not be relied upon by the Firm in submitting its Statement or in the performance of its obligations under the Request for Qualifications.

8. DISQUALIFICATION OF FIRM/ STATEMENT

The City does not intend by this Request for Qualifications to prohibit or discourage submission of a Statement that is based upon Firm's trade experience relative to the scope of work, services or product(s) described in this Request for Qualifications or to proscribe the manner in which its services are to be performed or rendered. The City will not be obligated to accept, however, significant deviations from the work or services sought by this Request for Qualifications, including terms inconsistent with or substantially varying from the services or the financial and operational requirements of the Request for Qualifications, as determined solely by the City. The City reserves the right to reject any and all Statements or to waive and accept any deviation from this Request for Qualifications or in any step of the Statement submission or evaluation process so as to approve the award of the contract considered to be in the City's best interest, as determined in the City's sole discretion.

Although the City prefers that each Firm submit only one Statement including all alternatives to the Statement that the Firm desires the City to consider, it will accept Statements from different business entities or combinations having one or more members in interest in common with another Firm. The City may reject one or more Statements if it has reason to believe that Firms have colluded to conceal the interest of one or more parties in a Statement, and will not consider a future Statement from a participant in the collusion. In addition, the City will not accept a Statement from or approve a contract to any Firm that is in default as surety or otherwise upon an obligation to the City or has failed to perform faithfully any previous contract with the City, or is currently in default under any contract with the City.

The City reserves the right to reject any or all Statements. Failure by a Firm to respond thoroughly and completely to all information and document requests in this Request for Qualifications may result in rejection of its Statement. Further, the City reserves the right to independently investigate the financial status, qualifications, experience and performance history of a Firm.

The City reserves the right to cancel the approval or authorization of a contract award, with or without cause, at any time before its execution of a contract and to later enter into a contract that deviates from the provisions contained in this Request for Qualifications, if agreed to by another Firm.

9. EVALUATION OF STATEMENTS

The City department/division issuing this Request for Qualifications will evaluate each Statement submitted. The Department will present its recommendations to the City's Board of Control ("Board"). The Board may, but shall not be obligated to, entertain formal presentations. The City will only consider Statements that are received on or before the submission deadline, and which meet all the requirements of this Request for Qualifications. The City reserves the right to request a "best and final offer" from Firms meeting the minimum requirements.

The Department shall apply an Evaluation Credit of two percent (2%) of the total points awarded for a Statement received from a Local Producer and two percent (2%) of the total points awarded for a Statement received from a Local Sustainable Business provided that the maximum total Evaluation Credit applied shall not exceed four percent (4%). The Evaluation Credit to be added is solely for the purpose of Statement comparison when evaluating competing Statements. The use of Evaluation Credits does not alter the Statement submitted by a Firm or the contract executed based on the Statement. As used herein "Local Producer" and "Local Sustainable Business" are defined in City of Cleveland Ordinance No. 1660-A-09 (Refer to **Exhibit "B"** attached hereto).

The numerical rating following each factor set forth below indicates the importance of the requested information in the selection process. The resulting selection rating will not reflect on the professional abilities of the Firm. Instead, the rating reflects the City's best attempt to quantify each Firm's ability to provide the services set forth in the contract and to meet the specific conditions and criteria included in this Request for Qualifications.

1. Experience as described in Part 6 (D).
(Rating up to 50 points)
2. Management Approach as described in Part 6 (E).
(Rating up to 30 points)
3. Key Staff as described in Part 6 (F).
(Rating up to 20 points)
4. CSB/MBE/FBE Participation: Consultants shall submit the names of persons, subcontractors, joint ventures or others to be used in meeting CSB/MBE/FBE goals. (Pass/Fail)